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Mohamed Ali
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3708 Florence St.
Redwood City, California 94063
Telephone: (650) 298-8047

Defendant, *in pro se*

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO**

Nike, Inc.) Case No. CV07-5737 JSW
Plaintiff,)
v.)
Mohamed Ali, an individual and d/b/a Redwood)
Wireless and Does 1 through 10, inclusive,)
Defendant.)
JOINT STIPULATION RE ENTRY OF
CONSENT DECREE; [PROPOSED]
CONSENT DECREE AND
PERMANENT INJUNCTION

WHEREAS, Nike, Inc. (“Nike” or “Plaintiff”), having filed a Complaint in this action charging Defendant Mohamed Ali, an individual and d/b/a Redwood Wireless (“Defendant”) with liability for trademark infringement, trademark dilution, and unfair competition, and the Parties desiring and having agreed to settle the controversy between them.

Nike, and Defendant, by and through Plaintiff's counsel of record and Defendant *in pro se*, stipulate and agree as follows:

ORIGINAL

1 1. That a Permanent Injunction and [Proposed] Consent Decree may be entered upon the
2 terms set forth below.

3 2. Defendant stipulates not to appeal the Consent Decree entered pursuant to this
4 Stipulation and hereby waives all rights to appeal from it. Defendant hereby waives any rights
5 which he may have to request or to have a new trial or any rights which he may have to otherwise
6 challenge, directly or collaterally, the Injunction entered pursuant to the terms of this Stipulation,
7 unless there is a breach by Nike of the Release and Settlement Agreement and this Stipulation.

8 3. Defendant acknowledges that he has completely read the terms of this Stipulation and
9 [Proposed] Order and fully understands the terms and consequences of the Stipulation and
10 [Proposed] Order.

11 4. The waiver by a party to this Stipulation of the performance of any covenant, condition
12 or promise herein shall not invalidate this Stipulation nor shall any such waiver be construed as a
13 waiver or relinquishment of the performance of any other covenant, condition or promise in this
14 Stipulation.

15 5. This Stipulation may be amended or modified only by a written instrument signed by all
16 the Parties.

17 6. The claims for relief, and each of them, alleged by Nike against Defendant, shall be
18 dismissed with prejudice.

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21 ///

1 7. This Stipulation shall be binding on and inure to the benefit of the Parties to it, their
2 successors, heirs or assignees.
3
4

5 **IT IS SO STIPULATED:**

6 Dated: 2-20, 2008

J. Andrew Coombs, A Prof. Corp.

7 By: 

8 J. Andrew Coombs
9 Annie S. Wang
10 Attorneys for Plaintiff Nike, Inc.

11 Dated: 2-20-, 2008

Mohamed Ali

12 By: 
13 Mohamed Ali, an individual and d/b/a
14 Redwood Wireless
15 Defendant, *in pro se*

16 The Court, having read and considered the Joint Stipulation for Permanent Injunction and
17 Dismissal that has been executed by Plaintiff Nike, Inc. ("Nike" or "Plaintiff") and Defendant
18 Mohamed Ali, an individual and d/b/a Redwood Wireless ("Defendant") in this action, and good
19 cause appearing therefore, hereby:

20 ORDERS that based on the Parties' stipulation and only as to Defendant, his successors,
21 heirs, and assignees, this Injunction shall be and is hereby entered in the within action as follows:

22 1) This Court has jurisdiction over the parties to this action and over the subject matter hereof
23 pursuant to the Lanham Act, 15 U.S.C. § 1051, et seq., and 28 U.S.C. §§ 1331, 1338 and 1367.

24 Service of process was properly made against Defendant.

25 2) Nike claims that it owns or controls the pertinent rights in and to the trademarks listed in
26 Exhibit "A" attached hereto and incorporated herein by this reference (The trademarks identified
27 in Exhibit "A" are collectively referred to herein as the "Nike Trademarks").

28 3) Nike has alleged that Defendant has made unauthorized uses of the Nike Trademarks or
29 substantially similar likenesses or colorable imitations thereof.

1 4) Defendant and his agents, servants, employees and all persons in active concert and
2 participation with him who receive actual notice of the Injunction are hereby restrained and
3 enjoined from:

4 a) Infringing the Nike Trademarks, either directly or contributorily, in any manner,
5 including generally, but not limited to manufacturing, importing, distributing, advertising,
6 selling and/or offering for sale any unauthorized product which features any of the Nike
7 Trademarks ("Unauthorized Products"), and, specifically from:

8 i) Importing, manufacturing, distributing, advertising, selling and/or offering
9 for sale the Unauthorized Products or any other unauthorized products which
10 picture, reproduce, copy or use the likenesses of or bear a confusing similarity to
11 any of the Nike Trademarks;

12 ii) Importing, manufacturing, distributing, advertising, selling and/or offering
13 for sale in connection thereto any unauthorized promotional materials, labels,
14 packaging or containers which picture, reproduce, copy or use the likenesses of or
15 bear a confusing similarity to any of the Nike Trademarks;

16 iii) Engaging in any conduct that tends falsely to represent that, or is likely to
17 confuse, mislead or deceive purchasers, Defendant's customers and/or members of
18 the public to believe, the actions of Defendant, the products sold by Defendant, or
19 Defendant himself is connected with Nike, is sponsored, approved or licensed by
20 Nike, or is affiliated with Nike;

21 iv) Affixing, applying, annexing or using in connection with the importation,
22 manufacture, distribution, advertising, sale and/or offer for sale or other use of any
23 goods or services, a false description or representation, including words or other
24 symbols, tending to falsely describe or represent such goods as being those of Nike.

25 5) Each side shall bear its own fees and costs of suit.

26 6) Except as provided herein, all claims alleged in the Complaint are dismissed with prejudice.

27 7) This Injunction shall be deemed to have been served upon Defendant at the time of its
28 execution by the Court.

29 8) The Court finds there is no just reason for delay in entering this Injunction and, pursuant to
30 Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this
31 Injunction against Defendant.

9) The Court shall retain jurisdiction of this action to entertain such further proceedings and to enter such further orders as may be necessary or appropriate to implement and enforce the provisions of this Injunction.

10) The above-captioned action, shall, upon filing by Plaintiff of the Settlement Agreement, Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation, and requesting entry of judgment against Defendant, be reopened should Defendant default under the terms of the Settlement Agreement.

11) This Court shall retain jurisdiction over the Defendant for the purpose of making further orders necessary or proper for the construction or modification of this consent decree and judgment; the enforcement hereof; the punishment of any violations hereof; and for the possible entry of a further Judgment Pursuant to Stipulation in this action.

DATED:

Hon. Jeffrey S. White
Judge, United States District Court
for the Northern District of California

PRESENTED BY:
J. Andrew Coombs,
A Professional Corporation

By: J. Andrew Coombs
Annie S. Wang
Attorneys for Plaintiff Nike, Inc.

Mohamed Ali

By: Mohamed Ali, an individual and
d/b/a Redwood Wireless
Defendant, *in pro se*

EXHIBIT A

Nike Trademark Registrations

Trademark	Registration Number	Registration Date
AIR-SOLE	1,145,812	January 13, 1981
SWOOSH	1,200,529	July 6, 1982
NIKE	1,214,930	November 2, 1982
Nike® and Swoosh® Design	1,237,469	May 10, 1983
Nike®	1,277,066	May 8, 1984
Swoosh® Design	1,284,385	July 3, 1984
NIKE AIR w/Swoosh device	1,284,386	July 3, 1984
NIKE AIR	1,307,123	November 27, 1984
Air Jordan®	1,370,283	November 12, 1985
Swoosh device on shoe	1,323,342	March 5, 1985
Swoosh device	1,323,343	March 5, 1985
NIKE w/Swoosh device	1,325,938	March 19, 1985
AIR JORDAN	1,370,283	November 12, 1985
AIR MAX	1,508,348	October 11, 1988
AIR TRAINER	1,508,360	October 11, 1988
Jump Man device	1,558,100	September 26, 1989
Nike Air®	1,571,066	December 12, 1989
AIR SKYLON	1,665,479	November 19, 1991
AIR SOLO FLIGHT	1,668,590	December 17, 1991
AIR FLIGHT	1,686,515	May 12, 1992
AIR DESCHUTZ	1,735,721	November 24, 1992
Jump Man device	1,742,019	December 22, 1992
AIR TRAINER MAX	1,789,463	August 24, 1993
AIRMAX in oval	2,030,750	January 14, 1997
AIR UPTEMPO in crest	2,032,582	January 21, 1997
AIR with Swoosh device	2,068,075	June 3, 1997
NIKE with Swoosh device	2,104,329	October 7, 1997
ACG NIKE in triangle	2,117,273	December 2, 1997
Nike®	2,196,735	October 13, 1998
Nike® and Swoosh® Design	2,209,815	December 8, 1998
Stylized "B"	2,476,882	August 14, 2001
NIKE ALPHA PROJECT as device	2,517,735	December 11, 2001
WAFFLE RACER	2,652,318	November 19, 2002
PHYLITE	2,657,832	December 10, 2002
TRUNNER	2,663,568	December 17, 2002
DRI-STAR	2,691,476	February 25, 2003
PRESTO	2,716,140	May 13, 2003
TRIAK	2,810,679	February 3, 2004
WAFFLE TRAINER	2,893,674	October 12, 2004
THERMA-STAR	2,960,844	June 7, 2005

1	NIKE SHOX	2,970,902	July 19, 2005
2	STARTER	2,971,216	July 19, 2005
3	Basketball player outline	2,977,850	July 26, 2005
4	NIKEFREE	3,087,455	May 2, 2006

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 E. Wilson Ave., Suite 202, Glendale, California 91206.

On February 21, 2008, I served on the interested parties in this action with the following:

- **JOINT STIPULATION RE ENTRY OF CONSENT DECREE;
[PROPOSED] CONSENT DECREE AND PERMANENT INJUNCTION**

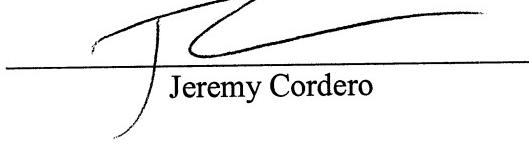
for the following civil action:

Nike, Inc. v. Mohamed Ali, et al.

by placing a true copy thereof in an envelope to be immediately sealed thereafter. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Mohamed Ali, an individual and d/b/a Redwood Wireless 3708 Florence St. Redwood City, California 94063	
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Place of Mailing: Glendale, California
Executed on February 21, 2008, at Glendale, California



Jeremy Cordero